

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



HOLIDAY PROVISION

FOR

MODULAR FURNITURE INSTALLER (CARPENTER)

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,
RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO,
SANTA BARBARA, AND VENTURA COUNTIES

MEMORANDUM AGREEMENT

BETWEEN

**OFFICE MODULAR FURNITURE SYSTEMS INSTALLATION CONTRACTORS
FOR SOUTHERN CALIFORNIA**

AND

**SOUTHERN CALIFORNIA CONFERENCE
OF CARPENTERS**

2002-2004

communications and data processing cabling components.

c. The Contractor agrees that any work set forth in this Agreement, performed by or for the Employer, shall be assigned by the Employer to employees covered by this Agreement and represented by the Union.

d. All other work that is covered by the Carpenters Master Labor Agreement or the Drywall/Lathing Master Agreement that is performed by the Contractor at the jobsite shall be performed under the terms and conditions of the Carpenters Master Labor Agreement or the Drywall/Lathing Master Agreement, as appropriate.

3. MASTER LABOR AGREEMENT / TRUST FUNDS

a. The Contractor agrees to comply with all the terms, including wages, hours and working conditions and rules as set forth in the Agreement referred to as the Southern California Master Labor Agreement between United general Contractors, Inc. and United Brotherhood of Carpenters and Joiners of America, dated July 1, 2002, and any renewals or subsequent Master Labor Agreements, and the Agreements establishing: (1) the Carpenters' Health and Welfare Trust for Southern California, dated February 8, 1955; (2) the Carpenters' Pension trust Fund for Southern California, dated September 14, 1959; and (3) The Twelve County Carpenters' Vacation Savings and Holiday Plan, dated April 1, 1962.

b. Except as specifically excluded, modified or superseded by this Memorandum Agreement, such Master Labor Agreement and Trust Agreements are specifically incorporated by reference and made a part of this Memorandum Agreement. For work covered by this Agreement, there will be a 35 hour per week cap (except for vacation/supplemental dues) on the first 50 hours of each pay period. Full vacation/supplemental dues will be paid on all hours worked.

c. The Contractor agrees to pay to the Carpenters' Health and Welfare Trust for Southern California, the Carpenters' Pension Fund for Southern California, and the Twelve County Carpenters' Vacation Savings and Holiday Plan, the sums in the amounts and manner provided for in the Master Labor Agreement and further agrees to be bound by the Trust Agreements and the Rules and Procedures adopted by the Trustees of the Funds referred to herein, and all amendments, modifications, extensions and renewals thereto.

d. The Contractor agrees that he does irrevocably designate and appoint the Employers mentioned in the Carpenters' Southern California Health and Welfare Trust Agreement, the Carpenters' Southern California Pension Trust Agreement, and the Twelve County Carpenters' Vacation Savings and Holiday Plan Agreement, as his attorney-in-fact, for the selection, removal and substitution of Trustees or Directors as provided by or pursuant to the Master Labor Agreement and Trust Agreements and By-Laws.

4. The parties agree that all provisions in the Master Labor Agreement covering or relating to the subjects of strikes, lockouts, jurisdictional disputes and the Procedure for the Settlement of Grievances and Disputes (Articles IV and VI of the master Labor Agreement), and the provisions of Paragraph 114 and 115, shall be excluded from this Memorandum Agreement and shall not be binding upon the Contractor or the Carpenters' Unions.

**SOUTHERN CALIFORNIA
MASTER LABOR AGREEMENT**

between

**UNITED GENERAL
CONTRACTORS, INC.**



and the

**SOUTHWEST REGIONAL COUNCIL
OF CARPENTERS
AND LOCAL UNIONS
IN THE TWELVE
SOUTHERN CALIFORNIA COUNTIES
AFFILIATED WITH THE
UNITED BROTHERHOOD
of
CARPENTERS and JOINERS
of AMERICA**

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Chief's Office

Union agrees to permit the occasional or temporary transfer of employees of one (1) classification to any other classification or between crafts; provided that, when such transfers are made the employee shall be paid for the entire day on the basis of the rate of the highest paid classification in which he worked during the day . Abuse by any Contractor of the privilege granted in this Paragraph 804 shall then subject him to withdrawal of the privilege for an appropriate period through the procedures established in Article VI of this Agreement, if applicable.

805. Each employee employed in accordance with the terms of this Agreement shall receive the minimum hourly wage rates specified in Article XVIII of this Agreement. Unless otherwise provided in the appendices to this Agreement, any other method of paying employees, such as the use of piece work, bonus systems, quota setting, or lumping of work, shall be deemed a violation of this Agreement. Grievances shall be settled in accordance with Article VI of this Agreement, if applicable.

806. The Contractor recognizes those sections of the Constitution and Laws of the United Brotherhood of Carpenters and Joiners of America which prohibit its members from contracting for labor only.

807. The Contractor agrees that all work covered by this Agreement shall be performed by Carpenters who the Contractor and the Union agree are employees of the Contractor or subcontractor employed under the terms of this Agreement.

808. Unless otherwise provided in the appendices to this Agreement, work performed under this Agreement shall be done by the employees of the Contractor or prime builder direct with the Carpenters on an hourly basis, subject to the subcontractor provisions of this Agreement. The arbiter, court, or fact finder may assess penalties for violations of Paragraphs 805, 806, 807, and 808.

ARTICLE IX

Holidays, Payment of Wages, Meal Periods

901. Holidays

The following holidays shall be observed on the date designated by Federal Law:

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|---------------------|-------------------------------|
| 1. New Years Day | 5. Veterans Day |
| 2. Memorial Day | 6. Thanksgiving Day |
| 3. Independence Day | 7. Day after Thanksgiving Day |
| 4. Labor Day | 8. Christmas Day |

If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday. Work on such days shall be paid for at the holiday overtime rate provided herein. No work shall be performed on Labor Day except in case of extreme urgency when life or property is in imminent danger.

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902. Payment of Wages

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902.1 All wages shall be paid on a designated weekly payday and in no event shall the Contractor withhold more than five (5) working days. If the regular payday falls on a holiday, the employees shall be paid on the next regular workday. Employees shall be paid prior to the ending of their regular shift. In the event an employee is not paid prior to the ending of his regular scheduled shift, he shall be compensated in increments of one-half (1/2) hour at the applicable overtime rate until such time as he does receive his pay.

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902.2 When men are laid off or discharged, they must be paid wages due them at the time of layoff or discharge. At such times as an employee is paid, he shall be furnished a personal record showing straight time and overtime hours paid and all deductions itemized for the current pay period. Such record shall show the employees name or social security number and the Employers name and address. If the Contractor fails to provide such information on the check stub, then upon written notice from the Union, the Contractor shall correct such check stub within ten (10) days after such notice. If after a second notice such correction is not made, then the Contractor shall be liable to the employee in the amount of ten dollars (\$10.00) for each day that the Employer fails to correct the check stub. In the event the Employer fails to pay employees laid off or discharged, they shall be paid waiting time at the straight time rate of eight (8) hours per day, five (5) days per week, until the time such payment has been made.

902.3 An employee who quits shall be mailed his pay in full by certified mail to his last known address within seventy-two (72) hours, or be paid prior to leaving the job or project. In the event these stipulations are not met, he shall receive waiting time as noted above.

902.4 If a Contractor pays an employee by check, draft or voucher, which check, draft or voucher is subsequently refused payment because the Contractor has no account with the bank, institution or person on which drawn, or insufficient funds to his account at the time of presentation, the Contractor shall be required to issue only certified checks for all employees working under this Agreement on that job for the duration